

RECEIVED MAR 2 2004  
Page 1BBWI FORM  
PROC-1811b  
05/01**CONTRACT NO. 00029272**  
**BECHTEL BWXT IDAHO, LLC (BBWI)**2525 Fremont Avenue  
P. O. Box 1625, Idaho Falls, ID 83415-3404  
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727To: Sytek Systems Corporation  
P. O. Box 65734  
15 West 2860 South  
Salt Lake City, UT 84165

Effective Date: 03/01/2004

To: Ksn Young  
Phone: (801) 485-9941  
Fax: (801) 485-3574

Completion Date: 02/28/2005

**1. STATEMENT OF WORK**

1.1. Sytek Systems Corporation (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Contract:

1.1.1. Annual maintenance agreement for Promptus 99 s/n 60029, INEEL property no. 288567.

1.1.2. Maintenance shall include two service visits by Subcontractor per year, however does not include operator abuse, change in location or parts replaced for athletic reasons.



**2. RESOURCES**

2.1. The Subcontractor shall provide all resources, e.g., materials, labor, and equipment, necessary to fulfill the requirements of this Contract, except as otherwise specified.

**3. APPLICABLE DOCUMENTS**

3.1. The following document(s) are incorporated into, and become a part of, this Contract:

- 3.1.1. Subcontractor Requirements Manual, required parts identified in Form 540.10, "Subcontractor Requirements Manual (SRM) Applicability," applicable to Contract No. 00029272 (
- <http://www.inel.gov/procurement/subcontractor-info.asp>
- ). The Subcontractor and all lower-tiers shall perform work in accordance with the SRM, to the extent specified therein. The Subcontract Administrator (SA) shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the SA within 15 days of the notification if any

Procurement Agent: David D. Macdonald	Telephone: (208) 526-9990	Fixed Price: <del>XXXXXX</del>
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 10 Days
<b>Billing Address:</b> Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117 David D. Macdonald	Signed: 	2/27/04 Date
	Title: <u>Procurement Agent</u>	
	Signed: 	3-2-04 Date
	Title: <u>SERVICE MANAGER</u> Return one signed copy of this Contract to BBWI.	

**Bechtel BWXT Idaho, LLC**

Contract No. 00029272

(Continuation Sheet)

Page 2 of 4

material impact on cost or schedule results from the SRM change. The notice shall include an assessment of the cost or schedule impact associated with the SRM change. The SA shall provide direction to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause.

3.1.2. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

**4. TERMS AND CONDITIONS**

- 4.1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Acquisition of Commercial Items, Form PROC-182 Rev. April 2003. Note: BBWI's General Provisions are available at the following Internet address:  
<http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.2. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. Insurance: Prior to Subcontractor acquiring access to the INEEL to initiate on-site work required under this Contract, Subcontractor shall provide BBWI with written evidence of insurance.
- 4.4. Hazards Training: Pursuant to 29 CFR 1910.1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.
- 4.5. Sensitive Information: When Subcontractor's employee(s) will, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employee(s) is aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BBWI.
- 4.6. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.
- 4.7. Supplier Performance Evaluation System (SPES): BBWI evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is

**Bechtel BWXT Idaho, LLC**  
Contract No. 00029272  
(Continuation Sheet)  
Page 3 of 4

required to maintain approved status. Information concerning the SPES is available for review at : <http://www.inel.gov/procurement/subcontractor-info.asp>. Select INEEL Supplier Management Program.

- 4.8. Anti-Kickback Act: By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 4.9. Asbestos Containing Materials: The Subcontractor, (Subcontractor is defined to include the subcontractor, its officers, agents, employees, and all lower-tier subcontractors), shall not use asbestos containing materials (ACM), as defined in 29 CFR 1910.1001, in the work provided under this Contract. Upon completion of the work, Subcontractor shall certify, via BBWI Form PROC-6006, Asbestos Free Certification, that it, including its lower-tier subcontractors, did not use any ACM in performing work under this Contract. The Subcontractor acknowledges that BBWI and DOE have responsibilities to employees at the INEEL facilities per 29 CFR 1910.1001 to determine the presence, location, and quantity of ACM and to provide this information to employees. The Subcontractor acknowledges that this legal responsibility cannot be met and that BBWI may incur liability, if the Subcontractor uses any ACM in performance of this Contract. The Subcontractor indemnifies DOE and BBWI against all liability and costs resulting from Subcontractor's use of any ACM in work provided under this Contract and for all legal fees and costs incurred in enforcing this indemnification.
- 4.10. Information Change Requests: All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Procurement Agent. Form 540.33 is available at: <http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.11. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.
5. **PRICE**
  - 5.1. The firm-fixed price of this Contract is **██████**0.
6. **COMPLETION DATE**
  - 6.1. This Contract shall be in effect through 02/28/2005.
    - 6.1.1. Annual maintenance for Promptus 99 s/n 60029, INEEL property no. 288567 shall be from 3/1/2004 through 2/28/2005.
7. **INSPECTION/ACCEPTANCE**
  - 7.1. Final inspection of services under this Contract will be performed at the INEEL. Acceptance under this Contract occurs at the time BBWI authorizes final payment.
8. **ADMINISTRATION**
  - 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Ken Young.
  - 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by David D. Macdonald, or an

**Bechtel BWXT Idaho, LLC**  
Contract No. 00029272  
(Continuation Sheet)  
Page 4 of 4

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authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein or Procurement Manager.

- 8.3. Technical Representative. All work performed under this Contract shall be subject to the technical direction of Nancy Hayes.
- 8.4. Notices: Any notice provided for this action shall be considered as having been given:
- 8.4.1. To BBWI, if mailed electronically via e-mail ("macddd@inel.gov") or fax, or if delivered personally to David D. Macdonald, or if mailed by U. S. Mail addressed to David D. Macdonald, Bechtel BWXT Idaho, LLC, Mailstop 3404, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3404; or
  - 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at P. O. Box 65734, 15 West 2860 South, Salt Lake City, UT 84165.